

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-11-61358

HUD# 07-11-0834-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

BH MANAGEMENT SERVICES INC.

400 Locust Street Suite 790

Des Moines, Iowa 50309

KRISTINA MARSHALL

BH Management Services Inc.

2510 Canterbury Road

Urbandale, Iowa 50322

NOTTINGHAM SQUARE APARTMENTS LP

400 Locust Street Suite 790

Des Moines, Iowa 50309

COMPLAINANT

EVELYN DAVENPORT

2413 Buckingham Square Apartments Apt. 314

Urbandale, Iowa 50322

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: The Complainant alleged Respondents discriminated against her by treating her worse than similarly situated white tenants in the terms and conditions of rental based on her race (African American). Complainant alleged Respondents issued her a 3-Day Notice for delinquent rent on August 10, 2011, after Respondents had already approved a partial rent payment on August 8, 2011. Complainant also alleged Respondents wrongly accused her of having unauthorized tenants living with her and receiving mail at the subject property. Respondents own or manage the subject property, a 28-unit apartment complex at 2413 Buckingham Square Apartment 314, Urbandale, IA 50322.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing

under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status.

42 U.S.C. 3604(b); Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

Relief for Complainant

10. Respondents agree they will provide a neutral response to all future landlord reference checks or inquiries regarding Complainant's tenancy at Respondents' property and only provide the dates of her tenancy. Respondents agree they will not provide any negative information or communicate any issue or concern regarding Complainant's tenancy, including the filing of this complaint. Respondents agree to note or attach a listing of these promises or responsibilities in their tenant files.

11. Respondents agree to release Complainant from the terms of her rental agreement effective November 30, 2011. Respondents agree to consider Complainant's departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for terminating her rental agreement before its expiration date. Complainant agrees that she will vacate her apartment on or before November 30, 2011. In addition, Complainant agrees to pay October 2011 rent balance of \$898.21 by October 28, 2011 and will pay November rent balance of \$854.70 by November 4, 2011.

12. On the date Complainant moves out, Respondents agree to inspect Complainant's apartment 314 at a date and time mutually agreeable to both parties. Upon inspection of Complainant's apartment and if there are no damages or cleaning issues, Respondents agree to immediately refund Complainant's \$500 security deposit.

Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to their lease agreement.

Respondents also agree to send a copy of the check to the Commission, to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of dispersing the monies. Respondents will also send supporting documentation to the Commission, detailing the disposition of Complainant's security deposit.

Nottingham Square Apartments LP, RESPONDENT

Date

BH Management Services Inc., RESPONDENT Date

Kristina Marshall, RESPONDENT Date

Evelyn Davenport, COMPLAINANT Date

Beth Townsend, DIRECTOR Date

IOWA CIVIL RIGHTS COMMISSION

Total Value to C \$2,765.10. Respondents released Complainant from the terms of her rental agreement effective November 30, 2011 instead of when her lease ends on February 29, 2012. Monthly rent \$854.70 X 3 months (Dec., Jan. and Feb.)=\$2,564.10. R did not file to evict C when she failed to pay October 2011 rent by October 4, 2011. Had R filed to evict C, C would have had to pay a \$200 fee to avoid eviction.

$\$2,564.10 + \$200 = \$2,765.10$